Abstract Notification dated 9th May 1940.

The attention of the public is invited to the detailed notification regarding the sale of the right of grazing in the several State Forests and Plantations of this District, published on pages 1084-1085, Part VI of the *Mysore Gazette*, dated 16th May 1940.

Abstract Notification dated 9th May 1940.

The attention of the public is invited to the detailed notification regarding the sale of the right of grass in Vontigudda and Mallappanbetta State Forests of this District for a period of 10 years, *viz.*,up to end of December 1949, or lesser period, published on page 1148, Part VI of the *Mysore Gazette*, dated 16th May 1940.

D. NARASIMHAMOORTHY RAO,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification dated 5th May 1940.

The attention of the public is invited to the detailed notification regarding the sale of the right of collecting Tupra leaves for the year 1940-43 in Sagar Division, published in pages 1086-1087, Part VI of the *Mysore Gazette*, dated 16th May 1940.

Notification dated 20th May 1940.

It is hereby notified for general information that the right of collecting daily grazing fees from the owners of draught and other cattle that pass between British and Mysore Territories at the following places at the rates specified in the Schedule " A " from 1st July 1940 or the date of confirmation, whichever is later, to 30th June 1941, will be sold by public auction on the dates and places noted below by the respective officers, subject to the confirmation of the District Forest Officer, Sagar, or the Conservator of Forests, as the case may be, and subject to the following conditions :—

Place of collection	Date of sale	Place of sale	Officer conducting the sale	Remarks
1. Near Huliginkoppa Toll-gate on Shiralkoppa-Hirekerur Road.	27th June 1940 ..	Shiralkoppa T.B. ..	Range Forest Officer, Sorab.	The sale will commence at 3 P.M. on each day on which there is a sale.
2. Near Badadabyle Toll-gate on Sorab-Siddapur Road.	26th June 1940 ..	Range Office, Sorab.	Do	
3. Near Kavaspura on Shikarpur-Masur Road.	26th June 1940 ..	Range Office, Shikarpur.	Range Officer, Shikarpur.	
4. Near Hulikal	26th June 1940 ..	Nagar Range Office.	Range Officer, Nagar.	
5. Near Talgupp:a Toll-gate ..	24th June 1940 ..	Range Office, Sagar.	Range Officer, Sagar.	
6. Near Nagavally Toll-gate ..				
7. Gadinerlu Toll-gate ..	26th June 1940 ..	Nagar Range Office.	Range Officer, Nagar.	
8. Hinni Toll-gate	24th June 1940 ..	Range Office, Sagar.	Range Officer, Sagar.	

Conditions.

1. Each bidder should deposit a sum of Rs. 10 (Rupees ten) as earnest money with the sale-conducting officer before he is permitted to bid, which in the case of unsuccessful bidders will be returned to them after the close of the sale.

2. The highest bidder should pay one-fourth of the sale purchase money at the close of the sale less the initial deposit amount together with the local, education and railway cesses at one anna, six pies and three pies, respectively, on the full sale amount, and the balance three-fourths amount in three equal instalments on the following dates :—(i) 30th September 1940, (ii) 31st December 1940, (iii) 31st March 1941, failing which the right will be resold forthwith at his risk forfeiting the amount already deposited. The original bidder will not be entitled for any surplus amount n the resale but is liable to pay any loss which will be recovered as an arrear of land revenue.

3. Within 30 days from the date of sale or seven days from the date of intimation of the confirmation of the sale, whichever is later, the contractor should furnish a security deposit of Rs. 25 for each unit and execute a mutchalika on a stamped paper of proper value procured at his own cost, failing which the right will be resold at his risk forfeiting all the amounts paid by him so far. He is not entitled to any profit that may accrue in the resale but if there is any deficit, it will be recovered from him as a revenue demand.

4. The sale conducting officer reserves to himself the power to accept or reject the highest or any other bid without assigning any reason for the same.

5. The right-holder should make his own arrangements to get the tickets with the face value of one anna, six pies and three pies printed in books of 100 pages each at his own cost in the form noted in Schedule "B" and get them stamped with the seal of the District Forest Office and stock sufficient supply at the place of collection. He should also return all the used up books with him with his accounts every month to the District Forest Office. He should make his own arrangements for any temporary sheds that may be required for the use of his men or for collection purposes.

6. The right-holder shall, by himself or his agent, not levy under any circumstances rates other than those referred to in the Schedule "A." Any irregularity or complaint coming to notice in this connection shall render him liable to criminal prosecution, besides forfeiting his contract forthwith.

7. It will be the bounden duty of all owners of cattle that pass between the British and Mysore Territories to pay the fees at the prescribed rates and obtain tickets which will be affixed on the horns of cattle, if there are any, before allowing them to pass through, failing which they will be liable to criminal prosecution under the Forest Act or any other law in force.

(*a*) That no daily grazing fee shall be levied on carts going to forests for collecting and removing forest produce on licenses or on carts employed departmentally for transport of forest produce or cattle resorting to forests for grazing under cover of prepaid licenses.

(*b*) That all Government animals will be allowed free.

Other conditions to be entered in the Agreement.

1. The contractor shall not dispose of or sublet such right or any part thereof without the written permission of the District Forest Officer, Sagar (Shimoga District).

2. In case of any question arising with regard to or any objection being taken by any person to the contractor's rights to collect the daily grazing fees in any of the places, the District Forest Officer may, if whenever such question arises, serve the contractor with a written notice prohibiting his collection and on the service of any such notice, the orders and directions therein contained shall, until the same are cancelled by the District Forest Officer, be taken as part of the conditions of this contract, and notwithstanding anything herein contained to the contrary, shall be observed and performed by the contractor.

3. The contractor shall have no claim for compensation for any loss he may incur by carrying out the provisions of any such notice.

4. The collection shall be effected only under such system and form of printed permit as may be approved of or ordered from time to time by the District Forest Officer, and any violation shall render this contract liable to be cancelled by the District Forest Officer.

5. No person shall be considered as duly accredited agent of the contractor for the purpose of this contract, unless he is approved of by the District Forest Officer and is provided by the contractor with a power-of-attorney and until a copy of such power-of-attorney is deposited with the District Forest Officer or such other Forest Officer as may be authorised by him in his behalf. The name, residence and a specimen of the signature of the agent who is authorised by the contractor for the collection shall be communicated to the District Forest Officer.

6. The contractor shall be responsible for the acts of himself, his agents and all persons authorised by either of them to collect.

7. The contractor shall not engage or employ any coolies or cartmen employed by the Department for extracting forest produce by Departmental Agency for any work under this contract without permission from the Forest Range Officer.

8. If any fire occurs in the Forest area to which this contract applies the contractor, his agents and all persons authorised by him to collect shall render every assistance and use their best endeavours to extinguish the fire and every such person shall, in all cases, give immediate notice of the occurrence of the fire to the nearest Forest Revenue or Police Officer.

9. The contractor shall keep correct accounts of the collections in the form prescribed from time to time by the District Forest Officer and shall submit to the District Forest Officer every month a copy of such account. The contractor shall permit the inspection, at all reasonable times, of his account by the District Forest Officer or any other officer deputed by him.

10. Interest at 6¼ per cent per annum shall be paid by the contractor on all payments paid after the due date with permission.

11. Any money due by the contractor under the terms of this contract shall, under Section 79 of the Mysore Forest Act (No. XI of 1900) or any other law for the time being in force, be recoverable as if it were an arrear of land revenue.

12. The sum of Rs. 25 deposited by the contractor together with the interest accruing thereon is a security deposited for the due fulfilment of all and every one of the conditions of this contract, for breach of any of which by the contractor the District Forest Officer shall be entitled to forfeit the deposit in whole or in part either during or after expiry of the contract and in the event of any such forfeiture pending the continuance of the contract, the sum so forfeited shall be immediately made good by the contractor who will not be allowed to continue his work under this contract, until such deposit has been brought up to the full amount originally deposited.

13. The security deposit or the balance thereof after any deductions have been made under any of the above conditions shall be returnable to the contractor by an order in writing by the District Forest Officer releasing the contractor from all liability under this contract.

14. The contractor shall at all times comply with the provisions of the Mysore Forest Act (XI of 1900) and any statutory modification thereof and all rules from time to time, in force thereunder, and the provisions of this contract shall be taken in all respects as subject to such Act and rules or other law for the time being in force.

15. In the event of any breach by the contractor or his agents of any of the above conditions, the District Forest Officer shall have the right, besides enforcing forfeiture of security deposit, to cancel this contract by written notice and in such case, at the option of the District Forest Officer, the right may be resold or be worked departmentally and the contractor shall be responsible for and shall make good to Government any loss which the Government may incur on such resale or departmental working, as the case may be, but shall have no claim to any surplus which the Government may realise thereby.

16. In case of any dispute arising between the District Forest Officer and the contractor as to any matter arising under this contract, such dispute shall be referred to the Conservator of Forests whose decision shall be final.

SCHEDULE "A."

Rates at which the daily grazing fees have to be levied.

	Rs.	a.	p.	
Cows and Oxen	0	0	6	(Six pies) per head.
Buffaloes, Horses and Asses ..	0	1	0	(One anna) per head.
Sheep and Goats	0	0	3	(Three pies) per head.

SCHEDULE "B."

Form of the Ticket Books.

(1) *Counterfoil.* Book No. 1940-41 Page No. Buffalo .. .. One anna Date..... Place of collection..... *Contractor.*	*Original.* Book No. 1940-41 Page No. Buffalo .. .. One anna Date..... Place of collection..... *Contractor.*
(2) *Counterfoil.* Book No. 1940-41 Page No. Cows and Oxen .. Six pies Date..... Place of collection..... *Contractor.*	*Original.* Book No. 1940-41 Page No. Cows and Oxen .. Six pies Date..... Place of collection..... *Contractor.*
(3) *Counterfoil.* Book No. 1940-41 Page No. Sheep or Goats .. Three pies Date..... Place of collection..... *Contractor.*	*Original.* Book No. 1940-41 Page No. Sheep or Goats .. Three pies Date..... Place of collection..... *Contractor.*

Notification dated 23rd May 1940.

It is notified for the general information that the timber lying in the several coupes of Karadibetta Range of this division will be sold by public auction under the following conditions at Anandapuram T. B. on 21st June 1940.

Name of coupe	Mathi	Jambe	Honne	Yethiga	Massi	Nandi	Neralu
	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.
Malandur Coupe, 35–36	159	371	73	58	44	..	..
Malandur Coupe, 37–38	130	..	..	..	..	54	..
Hirehanka Coupe, 36–37	224	..	39	..	..	43	27
Koragi, 5 and 6 ..	64	..	..	..	..	418	153

N.B.—Quantities noted are only approximate.

Remarks.—The sale will be conducted by the District Forest Officer or any other officer deputed by him.

The sale will commence at 2 P.M. on 21st June 1940.

Conditions.

1. Each bidder shall place a deposit of Rs. 50 (fifty) with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests if the amount exceeds Rs. 1,000 and to that of the District Forest Officer in other cases.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 50. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 50 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the coupe unless a permit is obtained from the Forest Officer in charge of the coupe. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the date of sale. Timber not removed after purchase will remain in the coupe at the risk of purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 50 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 6¼ per cent per annum from the date of their falling due up to the date of payment.

N. VENKATARAMAIYA,
District Forest Officer.

BHADRAVATI DIVISION.

Abstract Notification dated 10th May 1940.

The attention of the public is drawn to this office notification of the sale of Honge leaves and seeds in several Taluks of the Division for 1940-42, published on pages 1125-1126, Part VI of the *Mysore Gazette*, dated 16th May 1940.

H. S. RANGACHAR,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 25th May 1940.

Tenders will be received by the District Forest Officer, Kadur, at the District Forest Office, Chikmagalur, up to 4 P.M. on the 18th June 1940, for the Koti preparation of sandalwood during the year 1940-41. The approximate quantity to be prepared will be 200 tons (outturn) more or less.